

LEASING OF NAVAL AND AIR BASES ¹

Agreement, with annexes, exchanges of notes, and protocol relating to defense of Newfoundland, signed at London March 27, 1941, supplementing agreement of September 2, 1940

Entered into force March 27, 1941

Supplemented by agreements of January 18 and February 21, 1946,² and September 19, 1949³

Article I revised by agreement of August 13 and October 23, 1947;⁴ articles IV and VI amended by agreement of July 19 and August 1, 1950⁵

Superseded in part by agreement of February 10, 1961,⁶ with the Federation of the West Indies

55 Stat. 1560; Executive Agreement Series 235

AGREEMENT

WHEREAS the Government of the United Kingdom of Great Britain and Northern Ireland, in consultation with the Government of Newfoundland, are desirous at this time of further effectuating the declarations made on their behalf by his Excellency the Most Honourable the Marquess of Lothian, C.H., His Majesty's Ambassador Extraordinary and Plenipotentiary, in his communication of the 2nd September, 1940,⁷ to the Secretary of State of the United States of America, a copy of which is set out in Annex I hereto and made a part hereof;

AND WHEREAS it is agreed that leases in respect of the naval and air bases to be leased to the United States of America in Newfoundland, Bermuda, Jamaica, St. Lucia, Antigua, Trinidad and British Guiana, respectively, shall forthwith be executed substantially in the forms of the leases set out in Annex

¹ For agreements concerning use of certain bases by civil aircraft, see agreements of Feb. 24, 1948 (TIAS 1717), *post*, p. 850, and Mar. 23 and Apr. 25, 1951 (2 UST 1311; TIAS 2282).

² TIAS 1592, *post*, p. 739.

³ TIAS 1985, *post*, p. 943.

⁴ TIAS 1809, *post*, p. 827.

⁵ 1 UST 585; TIAS 2105.

⁶ 12 UST 408; TIAS 4734.

⁷ EAS 181, *ante*, p. 551, and *post*, p. 572.

II hereto, which are hereby approved, and that a similar lease in respect of a base in the Bahamas shall be executed as soon as possible;

AND WHEREAS it is desired to determine by common agreement certain matters relating to the lease of the said bases, as provided in the communication of the 2nd September, 1940, and the reply thereto of the same date from the Honourable Cordell Hull, Secretary of State of the United States, set out in Annex I and made a part hereof;

AND WHEREAS it is desired that this Agreement shall be fulfilled in a spirit of good neighbourliness between the Government of the United States of America and the Government of the United Kingdom, and that details of its practical application shall be arranged by friendly co-operation;

The Undersigned, duly authorised to that effect, have agreed as follows:

ARTICLE I⁸

General Description of Rights

(1) The United States shall have all the rights, power and authority within the Leased Areas which are necessary for the establishment, use, operation and defence thereof, or appropriate for their control, and all the rights, power and authority within the limits of territorial waters and air spaces adjacent to, or in the vicinity of, the Leased Areas, which are necessary to provide access to and defence of the Leased Areas, or appropriate for control thereof.

(2) The said rights, power and authority shall include, *inter alia*, the right, power and authority:

(a) to construct (including dredging and filling), maintain, operate, use, occupy and control the said Bases;

(b) to improve and deepen the harbours, channels, entrances and anchorages, and generally to fit the premises for use as naval and air bases;

(c) to control, so far as may be required for the efficient operation of the Bases, and within the limits of military necessity, anchorages, moorings and movements of ships and waterborne craft and the anchorages, moorings, landings, take-offs, movements and operations of aircraft;

(d) to regulate and control within the Leased Areas all communications within, to and from the areas leased;

(e) to install, maintain, use and operate under-sea and other defences, defence devices and controls, including detecting and other similar facilities.⁹

(3) In the exercise of the above-mentioned rights, the United States agrees that the powers granted to it outside the Leased Areas will not be used unreasonably or, unless required by military necessity, so as to interfere with the

⁸ For a revision relating to art. I, see agreement of Aug. 13 and Oct. 23, 1947 (TIAS 1809), *post*, p. 827.

⁹ For an understanding relating to application of art. I (2) (e) to Bermuda, see annex III, para. (2), p. 591.

necessary rights of navigation, aviation or communication to or from or within the Territories, but that they shall be used in the spirit of the fourth clause of the Preamble.

(4) In the practical application outside the Leased Areas of the foregoing paragraphs there shall be, as occasion requires, consultation between the Government of the United States and the Government of the United Kingdom.

ARTICLE II

Special Emergency Powers

When the United States is engaged in war or in time of other emergency, the Government of the United Kingdom agree that the United States may exercise in the territories and surrounding waters or air spaces all such rights, power and authority as may be necessary for conducting any military operations deemed desirable by the United States, but these rights will be exercised with all possible regard to the spirit of the fourth clause of the Preamble.

ARTICLE III

Non-user

The United States shall be under no obligation to improve the Leased Areas or any part thereof for use as naval or air bases, or to exercise any right, power or authority granted in respect of the Leased Areas, or to maintain forces therein, or to provide for the defence thereof; but if and so long as any Leased Area, or any part thereof, is not used by the United States for the purposes in this Agreement set forth, the Government of the United Kingdom or the Government of the Territory may take such steps therein as shall be agreed with the United States to be desirable for the maintenance of public health, safety, law and order, and, if necessary, for defence.

ARTICLE IV¹⁰

Jurisdiction

(1) In any case in which—

(a) a member of the United States forces, a national of the United States or a person who is not a British subject shall be charged with having committed, either within or without the Leased Areas, an offence of a military nature, punishable under the law of the United States, including, but not restricted to, treason, an offence relating to sabotage or espionage, or any other offence relating to the security and protection of United States naval and air Bases, establishments, equipment or other property or to operations of the Government of the United States in the Territory; or

¹⁰ For amendments to arts. IV and VI, see agreement of July 19 and Aug. 1, 1950 (1 UST 585; TIAS 2105).

(b) a British subject shall be charged with having committed any such offence within a Leased Area and shall be apprehended therein; or

(c) a person other than a British subject shall be charged with having committed an offence of any other nature within a Leased Area, the United States shall have the absolute right in the first instance to assume and exercise jurisdiction with respect to such offence.

(2) If the United States shall elect not to assume and exercise such jurisdiction the United States Authorities shall, where such offence is punishable in virtue of legislation enacted pursuant to Article V or otherwise under the law of the Territory, so inform the Government of the Territory and shall, if it shall be agreed between the Government of the Territory and the United States Authorities that the alleged offender should be brought to trial, surrender him to the appropriate authority in the Territory for that purpose.

(3) If a British subject shall be charged with having committed within a Leased Area an offence of the nature described in paragraph (1) (a) of this Article, and shall not be apprehended therein, he shall, if in the Territory outside the Leased Areas, be brought to trial before the courts of the Territory; or, if the offence is not punishable under the law of the Territory, he shall, on the request of the United States Authorities, be apprehended and surrendered to the United States Authorities, and the United States shall have the right to exercise jurisdiction with respect to the alleged offence.

(4) When the United States exercises jurisdiction under this Article and the person charged is a British subject, he shall be tried by a United States court sitting in a Leased Area in the Territory.

(5) Nothing in this Agreement shall be construed to affect, prejudice or restrict the full exercise at all times of jurisdiction and control by the United States in matters of discipline and internal administration over members of the United States forces, as conferred by the law of the United States and any regulations made thereunder.

ARTICLE V

Security Legislation

The Government of the Territory will take such steps as may from time to time be agreed to be necessary with a view to the enactment of legislation to ensure the adequate security and protection of the United States naval and air Bases, establishments, equipment and other property, and the operations of the United States under the Leases and this Agreement and the punishment of persons who may contravene any laws or regulations made for that purpose. The Government of the Territory will also from time to time consult with the United States Authorities in order that the laws and regula-

tions of the United States and the Territory in relation to such matters may, so far as circumstances permit, be similar in character.

ARTICLE VI¹⁰

Arrest and Service of Process

(1) No arrest shall be made and no process, civil or criminal, shall be served within any Leased Area except with the permission of the Commanding Officer in charge of the United States forces in such Leased Area; but should the Commanding Officer refuse to grant such permission he shall (except in cases where the United States Authorities elect to assume and exercise jurisdiction in accordance with Article IV (1)) forthwith take the necessary steps to arrest the person charged and surrender him to the appropriate authority of the Territory or to serve such process, as the case may be, and to provide for the attendance of the server of such process before the appropriate court of the Territory or procure such server to make the necessary affidavit or declaration to prove such service.

(2) In cases where the courts of the United States have jurisdiction under Article IV, the Government of the Territory will on request give reciprocal facilities as regards the service of process and the arrest and surrender of alleged offenders.

(3) In this Article the expression "process" includes any process by way of summons, subpoena, warrant, writ or other judicial document for securing the attendance of a witness, or for the production of any documents or exhibits, required in any proceedings civil or criminal.

ARTICLE VII

Right of Audience for United States Counsel

In cases in which a member of the United States forces shall be a party to civil or criminal proceedings in any court of the Territory by reason of some alleged act or omission arising out of or in the course of his official duty, United States counsel (authorised to practise before the courts of the United States) shall have the right of audience, provided that such counsel is in the service of the Government of the United States and appointed for that purpose either generally or specially by the appropriate authority.

ARTICLE VIII

Surrender of Offenders

Where a person charged with an offence which falls to be dealt with by the courts of the Territory is in a Leased Area, or a person charged with an offence which falls under Article IV to be dealt with by courts of the United States is in the Territory but outside the Leased Areas, such person

shall be surrendered to the Government of the Territory or to the United States Authorities, as the case may be, in accordance with special arrangements made between that Government and those Authorities.

ARTICLE IX

Public Services

The United States shall have the right to employ and use all utilities, services and facilities, roads, highways, bridges, viaducts, canals and similar channels of transportation belonging to, or controlled or regulated by, the Government of the Territory or the Government of the United Kingdom, under conditions comparable to and no less favourable than those applicable from time to time to the Government of the United Kingdom.

ARTICLE X

Surveys

(1) The United States shall have the right, after appropriate notification has been given to the Government of the Territory, to make topographic and hydrographic surveys outside the Leased Areas in any part of the Territory and waters adjacent thereto. Copies, with title and triangulation data, of any surveys so made will be furnished to the Government of the Territory.

(2) Notification and copies will be given to the United States Authorities of any such surveys carried out by the Government of the United Kingdom or the Government of the Territory.

ARTICLE XI

Shipping and Aviation

(1) Lights and other aids to navigation of vessels and aircraft placed or established in the Leased Areas and the territorial waters adjacent thereto or in the vicinity thereof shall conform to the system in use in the Territory. The position, characteristics and any alterations thereof shall be notified in advance to the appropriate authority in the Territory.

(2) United States public vessels operated by the War or Navy Departments, by the Coastguard or by the Coast and Geodetic Survey, bound to or departing from a Leased Area shall not on entering or leaving the Leased Area or the territorial waters in the vicinity thereof be subject to compulsory pilotage or to light or harbour dues in the Territory. If a pilot is taken, pilotage shall be paid for at appropriate rates.

(3) British commercial vessels may use the Leased Areas on the same terms and conditions as United States commercial vessels.

(4) It is understood that a Leased Area is not a part of the territory of the United States for the purpose of coastwise shipping laws so as to exclude British vessels from trade between the United States and the Leased Areas.

(5) Commercial aircraft will not be authorised to operate from any of

the Bases (save in case of emergency or for strictly military purposes under supervision of the War or Navy Departments) except by agreement between the United States and the Government of the United Kingdom; provided that in the case of Newfoundland such agreement shall be between the United States and the Government of Newfoundland.

ARTICLE XII

Motor Traffic

(1) Standard and test types of motor vehicles as determined by the United States shall not be prevented from using roads in a Territory by reason of non-compliance with any law relating to construction of motor vehicles.

(2) No tax or fee shall be payable in respect of registration or licensing for use in a Territory of motor vehicles belonging to the Government of the United States.

ARTICLE XIII

Immigration

(1) The immigration laws of the Territory shall not operate or apply so as to prevent admission into the Territory, for the purposes of this Agreement, of any member of the United States Forces posted to a Leased Area or any person (not being a national of a Power at war with His Majesty the King) employed by, or under a contract with, the Government of the United States in connection with the construction, maintenance, operation or defence of the Bases in the Territory; but suitable arrangements will be made by the United States to enable such persons to be readily identified and their status to be established.

(2) If the status of any person within the Territory and admitted thereto under the foregoing paragraph shall be altered so that he would no longer be entitled to such admission, the United States Authorities shall notify the Government of the Territory and shall, if such person be required to leave the Territory by that Government, be responsible for providing him with a passage from the Territory within a reasonable time, and shall in the meantime prevent his becoming a public responsibility of the Territory.

ARTICLE XIV

Customs and other Duties

(1) No import, excise, consumption or other tax, duty or impost shall be charged on—

(a) material, equipment, supplies or goods for use in the construction, maintenance, operation or defence of the Bases, consigned to, or destined for, the United States Authorities or a contractor;

(b) goods for use or consumption aboard United States public vessels of the Army, Navy, Coast Guard or Coast and Geodetic Surveys;

(c) goods consigned to the United States Authorities for the use of institutions under Government control known as Post Exchanges, Ships' Service Stores, Commissary Stores or Service Clubs, or for sale thereat to members of the United States forces, or civilian employees of the United States being nationals of the United States and employed in connection with the Bases, or members of their families resident with them and not engaged in any business or occupation in the Territory;

(d) the personal belongings or household effects of persons referred to in sub-paragraph (c), and of contractors and their employees being nationals of the United States employed in the construction, maintenance or operation of the Bases and present in the Territory by reason only of such employment.¹¹

(2) No export tax shall be charged on the material, equipment, supplies or goods mentioned in paragraph (1) in the event of reshipment from the Territory.

(3) This Article shall apply notwithstanding that the material, equipment, supplies or goods pass through other parts of the Territory *en route* to or from a Leased Area.

(4) Administrative measures shall be taken by the United States Authorities to prevent the resale of goods which are sold under paragraph (1)(c), or imported under paragraph (1)(d), of this Article, to persons not entitled to buy goods at such Post Exchanges, Ships' Service Stores, Commissary Stores or Service Clubs, or not entitled to free importation under paragraph (1)(d); and generally to prevent abuse of the customs privileges granted under this Article. There shall be co-operation between such Authorities and the Government of the Territory to this end.

ARTICLE XV

Wireless and Cables

(1) Except with the consent of the Government of the Territory, no wireless station shall be established or submarine cable landed in a Leased Area otherwise than for military purposes.

(2) All questions relating to frequencies, power and like matters, used by apparatus designed to emit electric radiation, shall be settled by mutual arrangement.

ARTICLE XVI¹²

Postal Facilities

The United States shall have the right to establish United States Post Offices in the Leased Areas for the exclusive use of the United States forces,

¹¹ For an understanding relating to art. XIV, para. (1)(d), see agreement of Jan. 18 and Feb. 21, 1946 (TIAS 1592), *post*, p. 739.

¹² For an understanding relating to art. XVI, see exchange of notes, p. 596.

and civilian personnel (including contractors and their employees) who are nationals of the United States and employed in connection with the construction, maintenance, operation or defence of the Bases, and the families of such persons, for domestic use between United States Post Offices in Leased Areas and between such Post Offices and other United States Post Offices and Post Offices in the Panama Canal Zone and the Philippine Islands.

ARTICLE XVII

Taxation

(1) No member of the United States forces or national of the United States, serving or employed in the Territory in connection with the construction, maintenance, operation or defence of the Bases, and residing in the Territory by reason only of such employment, or his wife or minor children, shall be liable to pay income tax in the Territory except in respect of income derived from the Territory.

(2) No such person shall be liable to pay in the Territory any poll tax or similar tax on his person, or any tax on ownership or use of property which is inside a Leased Area, or situated outside the Territory.

(3) No person ordinarily resident in the United States shall be liable to pay income tax in the Territory in respect of any profits derived under a contract made in the United States with the Government of the United States in connection with the construction, maintenance, operation or defence of the Bases, or any tax in the nature of a licence in respect of any service or work for the United States in connection with the construction, maintenance, operation or defence of the Bases.

ARTICLE XVIII

Businesses and Professions

Unless the consent of the Government of the Territory shall have been obtained—

(1) no business shall be established in a Leased Area; but the institutions referred to in Article XIV (1)(c), offering goods, under a prohibition against re-sale, exclusively to the persons mentioned in the said Article XIV (1)(c), shall not be regarded as businesses for the purposes of this Article;

(2) no person shall habitually render any professional services in a Leased Area, except to, or for, the Government of the United States or the persons mentioned in Article XIV (1)(c).

ARTICLE XIX

Forces outside Leased Areas

(1) United States forces stationed or operating outside the Leased Areas under separate agreement with the Government of the United Kingdom or

the Government of the Territory shall be entitled to the same rights and enjoy the same status as United States forces stationed within the Leased Areas.

(2) The United States shall be under no obligation to maintain forces outside the Leased Areas by virtue of any such agreement.

ARTICLE XX

Health Measures outside Leased Areas

The United States shall have the right, in collaboration with the Government of the Territory and, where necessary, with the Local Authority concerned, to exercise, without other consideration than just compensation to private owners, if any, such powers as such Government and Local Authority and the Government of the United Kingdom may possess of entering upon any property in the vicinity of the Leased Areas for the purpose of inspection, and of taking any necessary measures to improve sanitation and protect health.

ARTICLE XXI

Abandonment

The United States may at any time abandon any Leased Area or any part thereof, without thereby incurring any obligation, but shall give to the Government of the United Kingdom as long notice as possible and in any case not less than one year, of its intention so to do. At the expiration of such notice the area abandoned shall revert to the Lessor. Abandonment shall not be deemed to have occurred in the absence of such notice.

ARTICLE XXII

Removal of Improvements

The United States may at any time before the termination of a lease, or within a reasonable time thereafter, take away all or any removable improvements placed by or on behalf of the United States in the Leased Area or territorial waters.

ARTICLE XXIII

Rights not to be Assigned

The United States will not assign or underlet or part with the possession of the whole or any part of any Leased Area, or of any right, power or authority granted by the Leases or this Agreement.

ARTICLE XXIV

Possession

(1) On the signing of this Agreement, leases of the Leased Areas, substantially in the forms respectively set out in Annex II hereto, shall be forth-

with executed, and all rights, power, authority and control under such leases and under this Agreement (including transfer of possession where it shall not previously have been transferred) shall thereupon become effective immediately, and pending execution of such Leases they may be exercised *ad interim* and possession of the Leased Areas shall be immediately given so far as the location thereof is then ascertained. Where the precise location of a portion of any Leased Area is not ascertainable until more detailed descriptions are available, possession of such portion shall be given as rapidly as possible. This Article shall not require occupiers of buildings in a Leased Area to be removed from such buildings until reasonable notice to vacate has been given and expired, due regard being had to the necessity of obtaining alternative accommodation.

(2) The foregoing paragraph shall not apply in relation to the Bahamas, but a lease of the Leased Area therein, in terms similar to those of the leases set out in Annex II hereto, and subject to such special provisions as may be agreed to be required, will be granted to the United States of America as soon as the location of that area shall have been agreed, whereupon this Agreement shall apply thereto.

ARTICLE XXV

Reservations

(1) All minerals (including oil) and antiquities and all rights relating thereto and to treasure trove, under, upon or connected with the land and water comprised in the Leased Areas or otherwise used or occupied by the United States by virtue of this Agreement, are reserved to the Government and inhabitants of the Territory; but no rights so reserved shall be transferred to third parties, or exercised within the Leased Areas, without the consent of the United States.

(2) The United States will permit the exercise of fishing privileges within the Leased Areas in so far as may be found compatible with military requirements, and in the exercise of its rights will use its best endeavours to avoid damage to fisheries in the Territory.

ARTICLE XXVI

Special Provisions for Individual Territories

The provisions contained in Annex III hereto shall have effect in relation to the Territories to which they respectively appertain.

ARTICLE XXVII

Supplementary Leases

The United States may, by common agreement, acquire by supplementary lease for the unexpired period of the Lease granted in a Territory, such

additional areas, sites and locations as may be found necessary for the use and protection of the Bases upon such terms and conditions as may be agreed, which shall, unless there are special reasons to the contrary, be on the basis of those contained in this Agreement.

ARTICLE XXVIII

Modification of this Agreement

The Government of the United States and the Government of the United Kingdom agree to give sympathetic consideration to any representations which either may make after this Agreement has been in force a reasonable time, proposing a review of any of the provisions of this Agreement to determine whether modifications in the light of experience are necessary or desirable. Any such modifications shall be by mutual consent.

ARTICLE XXIX

The United States and the Government of the Territory respectively will do all in their power to assist each other in giving full effect to the provisions of this Agreement according to its tenor and will take all appropriate steps to that end.

During the continuance of any Lease, no laws of the Territory which would derogate from or prejudice any of the rights conferred on the United States by the Lease or by this Agreement shall be applicable within the Leased Area, save with the concurrence of the United States.

ARTICLE XXX

Interpretation

In this Agreement, unless the context otherwise requires, the following expressions have the meanings hereby respectively assigned to them:

“Lease” means a lease entered into in pursuance of the communications set out in Annex I hereto, and in relation to any Territory means a lease entered into in respect of an area therein.

“Leased Area” means an area in respect of which a lease is or will be entered into.

“Base” means a base established in pursuance of the said communications.

“Territory” means a part of His Majesty’s dominions in which a lease is entered into in pursuance of the communications set out in Annex I hereto; and “the Territory” means the Territory concerned.

“The United States Authorities” means the authority or authorities from time to time-authorised or designated, by the Government of the United States of America, for the purpose of exercising the powers in relation to which the expression is used.

"United States forces" means the naval and military forces of the United States of America.

"British subject" includes British protected person.

Signed in London in duplicate this twenty-seventh day of March, 1941.

On behalf of the Government of the United States of America:

JOHN G. WINANT
CHARLES FAHY
HARRY J. MALONY
HAROLD BIESEMEIER

On behalf of the Government of the United Kingdom of Great Britain and Northern Ireland:

WINSTON S. CHURCHILL
CRANBORNE
MOYNE

ANNEX I

EXCHANGE OF NOTES REGARDING UNITED STATES DESTROYERS AND NAVAL
AND AIR FACILITIES FOR THE UNITED STATES IN BRITISH TRANSATLANTIC
TERRITORIES

No. 1

The Marquess of Lothian to Mr. Cordell Hull

WASHINGTON, September 2, 1940

SIR,

I have the honour, under instructions from His Majesty's Principal Secretary of State for Foreign Affairs, to inform you that in view of the friendly and sympathetic interest of His Majesty's Government in the United Kingdom in the national security of the United States and their desire to strengthen the ability of the United States to co-operate effectively with the other nations of the Americas in the defence of the Western Hemisphere, His Majesty's Government will secure the grant to the Government of the United States, freely and without consideration, of the lease for immediate establishment and use of Naval and Air bases and facilities for entrance thereto and the operation and protection thereof, on the Avalon Peninsula and on the Southern coast of Newfoundland, and on the East coast and on the Great Bay of Bermuda.

Furthermore, in view of the above and in view of the desire of the United States to acquire additional Air and Naval bases in the Caribbean and in British Guiana, and without endeavouring to place a monetary or commercial value upon the many tangible and intangible rights and properties involved,

His Majesty's Government will make available to the United States for immediate establishment and use Naval and Air bases and facilities for entrance thereto and the operation and protection thereof, on the Eastern side of the Bahamas, the Southern coast of Jamaica, the Western coast of St. Lucia, the West coast of Trinidad in the Gulf of Paria, in the Island of Antigua, and in British Guiana within fifty miles of Georgetown, in exchange for Naval and Military equipment and material which the United States Government will transfer to His Majesty's Government.

All of the bases and facilities referred to in the preceding paragraphs will be leased to the United States for a period of ninety-nine years free from all rent and charges other than such compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for loss by expropriation or damage arising out of the establishment of the bases and facilities in question.

His Majesty's Government in the leases to be agreed upon will grant to the United States for the period of the leases all the rights, power and authority within the bases leased, and within the limits of the territorial waters and air spaces adjacent to or in the vicinity of such bases, necessary to provide access to and defence of such bases and appropriate provisions for their control.

Without prejudice to the above-mentioned rights of the United States authorities and their jurisdiction within the leased areas, the adjustment and reconciliation between the jurisdiction of the authorities of the United States within these areas and the jurisdiction of the authorities of the territories in which these areas are situated shall be determined by common agreement.

The exact location and bounds of the aforesaid bases, the necessary seaward, coast and anti-aircraft defences, the location of sufficient military garrisons, stores and other necessary auxiliary facilities shall be determined by common agreement.

His Majesty's Government are prepared to designate immediately experts to meet with experts of the United States for these purposes. Should these experts be unable to agree in any particular situation except in the case of Newfoundland and Bermuda, the matter shall be settled by the Secretary of State of the United States and His Majesty's Secretary of State for Foreign Affairs.

I have, &c.

LOTHIAN

Mr. Cordell Hull to the Marquess of Lothian

WASHINGTON, September 2, 1940

EXCELLENCY,

I have received your note of 2nd September, 1940, of which the text is as follows:

[As in No. 1.]

I am directed by the President to reply to your note as follows:—

“The Government of the United States appreciates the declarations and the generous action of His Majesty’s Government, as contained in your communications, which are destined to enhance the national security of the United States and greatly to strengthen its ability to co-operate effectively with the other nations of the Americas in the defence of the Western Hemisphere. It therefore gladly accepts the proposals.

“The Government of the United States will immediately designate experts to meet with experts designated by His Majesty’s Government to determine upon the exact location of the Naval and Air bases mentioned in your communication under acknowledgment.

“In consideration of the declarations above quoted, the Government of the United States will immediately transfer to His Majesty’s Government fifty United States Navy Destroyers generally referred to as the twelve-hundred-ton type.”

Accept, &c.

CORDELL HULL

ANNEX II

FORMS OF LEASES

1. NEWFOUNDLAND

THIS INDENTURE of Lease made the day of nineteen hundred and forty-one, between His Excellency Sir Humphrey Walwyn, K.C.S.I., K.C.M.G., C.B., D.S.O., Governor and Commander-in-Chief in and over the Island of Newfoundland and its Dependencies, in Commission, hereinafter referred to as the Newfoundland Government, of the first part, and the United States of America, of the other part:

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement hereinafter referred to) between His Majesty’s Ambassador at Washington and the Secretary of State of the United States of America, His Majesty’s Government in the United Kingdom undertook to secure the grant to the United States of America of the lease of certain Naval and Air bases and facilities

in certain localities, including Newfoundland, for a period of ninety-nine years, free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for loss by expropriation or damage arising out of the establishment of the said bases and facilities;

AND WHEREAS in furtherance of the said Notes an Agreement between the Government of the United Kingdom and the United States of America was signed on the twenty-seventh day of March, nineteen hundred and forty-one;

AND WHEREAS in compliance with the undertaking of the Government of the United Kingdom hereinbefore referred to the Newfoundland Government has agreed to demise and lease the several pieces or parcels of land hereinafter described;

NOW THIS INDENTURE WITNESSETH that in consideration of the premises the Newfoundland Government hath demised and leased and by these presents doth demise and lease unto the United States of America all those six several pieces or parcels of land (hereinafter referred to as the Leased Areas) described in the Schedule to these presents and delineated on the plans hereto annexed:¹⁸

TO HAVE AND TO HOLD the same for the full end and term of ninety-nine years to begin and to be computed from the date of these presents free from the payment of all rent and charges other than compensation as aforesaid.

AND the United States of America agrees that it will not during the term hereby granted use the Leased Areas nor permit the use thereof except for the purposes specified and on the terms and conditions contained in the aforesaid Notes and Agreement, which are incorporated in and form part of these presents except such parts thereof as refer specifically to territory other than Newfoundland.

SCHEDULE

(1) Beginning at the intersection of the shoreline northwest of Placentia with latitude 47° 16' N., thence due east approximately 7,300 feet to longitude 53° 58' 18" W.; thence in a northeasterly direction approximately 8,200 feet to latitude 47° 17' 12" N., longitude 53° 57' 25" W.; thence in a northwesterly direction approximately 4,200 feet to the intersection of the shoreline with longitude 53° 57' 58" W.; thence along the shoreline to the point of beginning, including therein the Peninsula of Argentia lying between Little Placentia Harbour and Placentia Bay, the entire site containing approximately 2,610 acres; there is reserved from the foregoing all those areas, contained within a right-of-way of the Newfoundland Railway, its wharf, property and station at Argentia, as may be mutually determined to be essential to the operation of the said railway.

¹⁸ Plans annexed to Forms of Leases not printed here.

(2) Beginning at the intersection of The Boulevarde, along the northwest shore of Quidi Vidi Lake, with the road approximately perpendicular thereto at the Rose residence known as Grove Farm Road; thence approximately 600 yards northwest along the road and its extension; thence generally north on an irregular line along, but not including, the southeast edge of the golf course; thence generally north to the junction of the White Hills Roads; thence southeast along the northernmost of these roads to The Boulevarde; thence generally southwest to point of beginning.

(3) An area about 300 feet wide on the eastern boundary of the municipal park between The Boulevarde and the shoreline of Quidi Vidi Lake, the two last above described areas containing approximately 160 acres.

(4) An area of approximately 700 feet by 1,400 feet on the crest of the White Hills about $\frac{1}{2}$ mile east of the White Hills Road with a connecting strip about 60 feet wide across the property of Arthur Cooke.

(5) Beginning at a point on the shoreline of St. George's Bay eastward of the town of Stephenville and about 1,350 feet southeast of the small natural outlet of Blanche Brook, which outlet is about 16,000 feet northwest of Indian Head Light at the entrance of St. George's Harbour; thence north $50^{\circ} 30'$ east a distance of about 1,285 feet to a point on the west shoreline of Stephenville Pond at its northwest outlet; thence following the general westerly shoreline of Stephenville Pond northeasterly to a point on said shoreline which bears north $25^{\circ} 15'$ east and is approximately 3,700 feet from the last described point; thence north $7^{\circ} 45'$ east a distance of 1,970 feet to a point; thence north 47° west a distance of 4,220 feet to a point; thence south 43° west a distance of about 6,850 feet to the shoreline of St. George's Bay (this course touches the shoreline of Blanche Brook at a point about 900 feet northeast from St. George's Bay); thence southeasterly following the general shoreline of St. George's Bay for a distance of about 5,000 feet to the point of beginning.

(6) From a point at the intersection of the centre lines of Signal Hill Road and Middle Battery Road; thence south $44^{\circ} 17' 41.3''$ east along Middle Battery Road for a distance of 268.11 feet; thence south $54^{\circ} 9' 41.3''$ east along Middle Battery Road for a distance of 95.36 feet to the point which is the point of commencement; thence from the point of commencement south $18^{\circ} 39' 3''$ and west for a distance of 201.44 feet; thence south $12^{\circ} 4' 2''$ and west for a distance of 12 feet; thence along the north shoreline of St. John's Harbour southward and eastward for a distance of 1,025 feet; thence north $26^{\circ} 26' 47.57''$ east for a distance of 50 feet to the centre line of Middle Battery Road; thence along Middle Battery Road north $57^{\circ} 5' 32.43''$ west for a distance of 246.17 feet; thence north $85^{\circ} 57' 28.49''$ west for a distance of 182.86 feet; thence north $73^{\circ} 16' 50.1''$ west for a distance of 165.95 feet; thence north $55^{\circ} 29' 29.31''$ west for a distance of 243.87 feet; thence north $54^{\circ} 9' 41.3''$ west for a distance of 199.67 feet, to the point of commencement.

The exact metes and bounds of the property generally described in the Schedule hereto shall with all convenient speed be established by Survey conducted by the United States of America, and shall then be described and delineated in a document or documents and a plan or plans in duplicate, which, when agreed and signed on behalf of the parties hereto, shall supersede the description contained in the Schedule hereto and the plans annexed hereto. One copy of each such document and plan shall be retained by the United States of America and the other shall be deposited with the Government of Newfoundland.

IN WITNESS WHEREOF

The Great Seal of the Island of Newfoundland has been affixed to these presents at St. John's in the Island aforesaid.

By His Excellency's Command.

Commissioner for Home Affairs.

And the United States of America has caused these presents to be executed on its behalf by

the day and the year first above written.

2. BERMUDA

THIS LEASE made the day of nineteen hundred and forty-one between His Majesty The King of the one part and the United States of America of the other part.

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement hereinafter referred to) His Majesty's Government in the United Kingdom made, and the Government of the United States accepted, proposals for the grant to the Government of the United States, freely and without consideration, of the lease of naval and air bases and facilities connected therewith, in certain localities, including the east coast and the Great Bay of Bermuda, for a period of ninety-nine years free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for the loss by expropriation or damage arising out of the establishment of the said bases and facilities:

AND WHEREAS in furtherance of such proposals an Agreement between the Government of the United Kingdom and the United States of America was signed on the twenty-seventh day of March, nineteen hundred and forty-one:

NOW, THEREFORE, His Majesty doth hereby demise to the United States of America, free from all rent and charges other than compensation as hereinbefore mentioned, all that property described in the Schedule hereto and delineated on the plan[s] annexed hereto, to hold unto the United States of America for a term of ninety-nine years commencing on the date hereof, for

(3) Cooper's Island and all the islands and cays between Ruth's Point on St. David's Island and Cooper's Island, containing a total of approximately seventy-seven acres.

(4) Tucker's Island and Morgan's Island and the immediately adjacent cays, in Great Sound, containing a total of approximately fifty acres.

(5) Reference: Map prepared in 1898 by Lieutenant Savage. Beginning at a point on the shoreline about 2,500 feet southeast of the Somerset Bridge at the junction of a property line with the centre of the cove, proceed about 200 feet southwesterly along the said property line to a property line, thence about 630 feet southeasterly along property line to a property line, thence about 120 feet southwesterly along the said property line to a property line, thence about 620 feet south southeasterly along property line to an intersection of the said property line with the south boundary of the right-of-way of the "King's Point Road" so-called, thence about 280 feet northeasterly along the said south boundary of right-of-way of "Kings Point Road" so-called, to an intersection with the west boundary of the right-of-way of the "George's Bay Road" so-called, thence about 675 feet in a generally south southeasterly direction along the said west boundary line of right-of-way of "George's Bay Road" so-called, around the bend in the said road to an intersection with a property line, thence about 2,100 feet in a south southeasterly direction along broken property lines to a junction with the shore line in the cove about 600 feet north of "Monkey Hole," thence beginning northeasterly around shoreline to the point of beginning, an area of about 78 acres.

3. JAMAICA

THIS LEASE made the _____ day of _____, nineteen hundred and forty-one, between the Governor of the Colony of Jamaica on behalf of His Majesty The King of the one part and the United States of America of the other part.

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement hereinafter referred to) His Majesty's Government in the United Kingdom made, and the Government of the United States accepted, proposals for the grant to the Government of the United States, in exchange for naval and military equipment and material transferred by the United States to His Majesty's Government, of the lease of naval and air bases and facilities connected therewith, in certain localities, including the Southern Coast of Jamaica, for a period of ninety-nine years free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for the loss by expropriation or damage arising out of the establishment of the said bases and facilities:

AND WHEREAS in furtherance of such proposals an Agreement between the Government of the United Kingdom and the United States of America

was signed on the twenty-seventh day of March, nineteen hundred and forty-one:

NOW, THEREFORE, the Governor of Jamaica on behalf of His Majesty doth hereby demise to the United States of America, free from all rent and charges other than compensation as hereinbefore mentioned, all that property described in the Schedule hereto and delineated on the plan[s] annexed hereto, to hold unto the United States of America for a term of ninety-nine years commencing on the date hereof, for the purposes specified in the aforesaid Notes and with the rights, powers and authority and on the terms and conditions contained in the aforesaid Agreement (except such parts thereof as relate specifically to territory other than Jamaica), which Agreement (except as aforesaid) shall be regarded as incorporated in and made part of this lease.

2. The exact metes and bounds of the property generally described in the Schedule hereto shall with all convenient speed be established by Survey conducted by the United States of America, and shall then be described and delineated in a document or documents and a plan or plans in duplicate, which, when agreed and signed on behalf of the parties hereto, shall supersede the description contained in the Schedule hereto and the plan[s] annexed hereto. One copy of each such document and plan shall be retained by the United States of America and the other shall be deposited with the Governor of Jamaica.

3. The Government of the United States will not use the said property, or permit the use thereof, except for the purposes specified in the aforesaid Notes and Agreement.

IN WITNESS WHEREOF the Governor of Jamaica, on behalf of His Majesty The King, has caused the Broad Seal of the said Colony to be affixed hereto, and the United States of America has caused these presents to be executed on its behalf by _____, the day and the year first above written.

SCHEDULE

(1) The waters of, and approaches to, Portland Bight, including Galleon Harbour, and Goat (Great and Little) Islands and the adjacent cays; the land area included therein being approximately two square miles.

Reference: Chart H.O. 1683.

(2) Beginning at a point (about longitude seventy-seven degrees, zero minutes, thirteen seconds, west; latitude seventeen degrees, fifty-seven minutes, forty-eight seconds, north) on the road between Hartland's Post Office about one-fourth of a mile south of the railroad crossing; thence along a southeast line a distance of three statute miles; thence due south to the shoreline on Manatee Bay; thence generally west and northwest along the shoreline to the small inlet about one-fourth of a mile northwest of Church Pen Gully outlet; thence north to an intersection with the road between Bushy

Park Station and the village of Old Harbour; thence generally east to the crossing of the road between Bushy Park Station and Hartland's Station with Coleburn's Gully; thence generally northeast along (but excluding) this road to the point of beginning; the entire tract containing approximately thirty-four square miles.

Reference: Map of the Plains of St. Catherine, scale two inches equal one mile.

(3) Beginning at the point on the southern shoreline of Portland Ridge (peninsula) where it is intersected by longitude seventy-seven degrees, twelve minutes, thirty seconds, west (approximately longitude seventy-seven degrees, thirteen minutes, west, on the Map of Jamaica, 1926, P.W.D.); thence north along this longitude to the northern shoreline of Portland Ridge; thence generally east, south and west along the shoreline to point of beginning: the entire tract containing approximately eighteen square miles.

Reference: Chart H.O. 1683; and Map of Jamaica, corrected to 1926, P.W.D. scale one inch equal 2.698 miles.

(4) Pigeon Island (an area of about fifty acres).

Reference: Chart H.O. 1683.

(5) Beginning at the point on the improved road between Rest and May Pen where it crosses the canal running southeast from Rhynsberry to Manningsfield, along the road generally southwest for a distance of one statute mile; thence generally southeast for one statute mile; thence generally northeast to the canal; thence along (but excluding) the canal northwest to point of beginning; the entire tract containing approximately one square mile.

Reference: Chart H.O. 1683; Map of Jamaica, corrected to 1926, P.W.D. scale one inch equals 2.698 miles.

(6) Beginning at the point where the road between Dunkeld (approximately mile post 47) and Mandeville crosses the Jamaica Government Railroad, generally northwest along (but excluding) the railway right-of-way approximately eight hundred yards to fence line of Martin's Hill; thence west of south about one thousand yards to fence line; thence generally east along meandering fence line to fence corner; thence generally north along fence line to its intersection with the railway right-of-way; thence generally northwest along the said right-of-way to point of beginning, the entire tract containing approximately two hundred and twenty-five acres; provided that the highway through this tract shall be excluded.

Reference: Untitled land map of area north of Mandeville, scale four inches equal one mile; and Map of the Parish of Manchester, scale one inch equals one mile.

4. SAINT LUCIA

THIS LEASE made the day of nineteen hundred and forty-one between His Majesty The King of the one part and the United States of America of the other part.

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement herein-after referred to) His Majesty's Government in the United Kingdom made, and the Government of the United States accepted, proposals for the grant to the Government of the United States, in exchange for naval and military equipment and material transferred by the United States to His Majesty's Government, of the lease of naval and air bases and facilities connected therewith, in certain localities, including the Western coast of Saint Lucia, for a period of ninety-nine years free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for the loss by expropriation or damage arising out of the establishment of the said bases and facilities:

AND WHEREAS in furtherance of such proposals an Agreement between the Government of the United Kingdom and the United States of America was signed on the twenty-seventh day of March, nineteen hundred and forty-one:

NOW, THEREFORE, His Majesty doth hereby demise to the United States of America, free from all rent and charges other than compensation as hereinbefore mentioned, all that property described in the Schedule hereto and delineated on the plan[s] annexed hereto, to hold unto the United States of America for a term of ninety-nine years commencing on the date hereof, for the purposes specified in the aforesaid Notes and with the rights, powers and authority and on the terms and conditions contained in the aforesaid Agreement (except such parts thereof as relate specifically to territory other than Saint Lucia), which Agreement (except as aforesaid) shall be regarded as incorporated in and made part of this lease.

2. The exact metes and bounds of the property generally described in the Schedule hereto shall with all convenient speed be established by Survey conducted by the United States of America, and shall then be described and delineated in a document or documents and a plan or plans in duplicate, which, when agreed and signed on behalf of the parties hereto, shall supersede the description contained in the Schedule hereto and the plan[s] annexed hereto. One copy of each such document and plan shall be retained by the United States of America and the other shall be deposited with the Governor of the Windward Islands.

3. The Government of the United States will not use the said property, or permit the use thereof, except for the purposes specified in the aforesaid Notes and Agreement.

IN WITNESS WHEREOF His Majesty The King has caused the Public Seal of the Colony of Saint Lucia to be affixed hereto, and the United States of America has caused these presents to be executed on its behalf by the day and the year first above written.

SCHEDULE

(1) Reference: H.O. Chart 1261.

Beginning at the point of intersection of the low water line of the shore of Gros Islet Bay, an arm of the Caribbean Sea, and the extension of the southern boundary line of the Gros Islet Cemetery, proceed along this southern boundary line of said Gros Islet Cemetery across the public high road and through the Reduit estate to a point in the Reduit estate a distance of approximately seven hundred and eighty-nine feet, said line bearing south sixty-one degrees twenty-three minutes east; thence through the said Reduit estate on a line bearing due south a distance of about twenty-nine hundred feet to a point within said Reduit estate; thence through said Reduit estate on a line bearing due west a distance of about thirteen hundred and six feet to a point on the Choc-Gros Islet high road; thence along the westerly edge of the said Choc-Gros Islet highroad on a line bearing south twenty degrees fifteen minutes west, a distance of about four hundred and seventy-six feet to a point; thence on a line bearing south one degree three minutes east a distance of about two hundred and seventyseven feet to a point; thence on a line bearing south fortyseven degrees thirtyfive minutes west a distance of about two hundred and sixty-nine feet to a point; thence on a line bearing south twentyseven degrees forty minutes east, a distance of about four hundred and fortytwo feet to a point; thence along the southerly boundary of the said Reduit estate and the northerly boundary of Richard Bojettes' property on a line bearing south eightyseven degrees zero minutes west, a distance of about five hundred and fortytwo feet; thence along said southerly boundary of said Reduit estate and the easterly boundaries of David Similien's and Mde. E. Corosmain's lands on a line bearing north nineteen degrees zero minutes west, a distance of about seven hundred and fortyfive feet to the northern point of said Mde. E. Corosmain's lands; thence along the said southerly boundary of the said Reduit estate and the westerly boundary of the said Mde. E. Corosmain's lands on a line bearing south thirty degrees fifteen minutes west, a distance of about six hundred and fiftytwo feet to the southeastern corner of lands of the heirs of Richard Africain; thence along the said southern boundary of the said Reduit estate and the eastern boundary of the said heirs of Richard Africain's lands on a line bearing north sixteen degrees zero minutes west, a distance of about five hundred and four feet to a point; thence on a line bearing north nineteen degrees thirtyfour minutes west, a distance of about six hundred and sixtyone feet to the northeastern corner of the lands of the said heirs of Richard Africain; thence along the said southerly boundary of the said Reduit estate and the northerly boundary of the lands of the said heirs of Richard Africain on a line bearing north sixtytwo degrees two minutes west, a distance of about 746 feet to a point on the easterly line of the lands of Henri Claude *et al.* and forming the northwestern corner of the lands of the said heirs of Richard Africain and the southwestern corner of the said Reduit estate; thence along the easterly boundary of the lands of the said

Henri Claude *et al.* and the westerly boundary of the lands of the said heirs of Richard Africain on a line bearing south four degrees fiftyeight minutes west, a distance of about 345 feet to the southeastern boundary of the property of the said Henri Claude *et al.*; thence along the southerly boundary of the lands of the said Henri Claude *et al.* and the northerly boundaries of the lands of the said heirs of Richard Africain and the heirs of Christophe Ambroise on a line bearing south 69 degrees 55 minutes west, a distance of about 1,027 feet to the intersection of said line with the low water line of the shore of the Caribbean Sea; thence in a northerly and easterly direction along the low water line of the shore of the Caribbean Sea and Gros Islet Bay to the point of beginning; the entire tract containing approximately 245 acres.

(2) Reference: map of Saint Lucia, scale 1 inch equals 400 feet, prepared by Department Engineer, Puerto Rican Department, dated the 16th November, 1940.

Beginning at a point on the shoreline of Anse Pointe Sable about 2,700 feet southwest of Point Sable; thence south 86 degrees—00 minutes west a distance of 2,700 feet to a point; thence due north 950 feet to a point; thence south 87 degrees—00 minutes west a distance of approximately 1,000 feet to a point on Vieuxfort River (the boundary crossing Vieuxfort—Castries Road at a point about 750 feet northerly from a railroad crossing near a Vieuxfort sugar mill); thence northerly along Vieuxfort River, a distance of approximately 3,700 feet to a point (this point being 400 feet up-stream from a road bridge or ford southwest of Tournay Village); thence parallel to, and 750 feet northwest of, the centre line of northeast-southwest runway (as finally located after survey), this line having a bearing of approximately north 38 degrees—00 minutes east and a distance of about 8,400 feet to a point which lies 800 feet south of a bridge or culvert on the Vieuxfort—Castries road (this bridge is located at the first sharp turn in the road at a distance of about two and one-third miles north of Vieuxfort Village); thence south 81 degrees—30 minutes east a distance of about 3,400 feet to a point on the shoreline south of Port des Savannes, this line being located generally along a ridge which approaches the shoreline about 9,000 feet north of Point Sable; thence following southward along the shoreline a distance of about two and one-quarter miles to point of beginning; the entire tract containing approximately one thousand acres.

(3) [An area along the Vieuxfort Bay with a frontage of 1,000 feet and a depth of about 500 feet, not to include any part of the settled area of Vieuxfort Village.]

(4) [An area of about 10 acres in Vieuxfort Valley north of the area described in paragraph (2) of this Schedule suitable for construction of a dam and reservoir for water supply.]

(5) Maria Island.

(6) [A way-leave for water lines from reservoir to the area described in paragraph (2) of this Schedule.]

5. ANTIGUA

THIS LEASE made the day of nineteen hundred and forty-one between His Majesty The King of the one part and the United States of America of the other part.

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement hereinafter referred to) His Majesty's Government in the United Kingdom made, and the Government of the United States accepted, proposals for the grant to the Government of the United States, in exchange for naval and military equipment and material transferred by the United States to His Majesty's Government, of the lease of naval and air bases and facilities connected therewith, in certain localities, including the Island of Antigua, for a period of ninety-nine years free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for the loss by expropriation or damage arising out of the establishment of the said bases and facilities:

AND WHEREAS in furtherance of such proposals an Agreement between the Government of the United Kingdom and the United States of America was signed on the twenty-seventh day of March, nineteen hundred and forty-one:

NOW, THEREFORE, His Majesty doth hereby demise to the United States of America, free from all rent and charges other than compensation as hereinbefore mentioned, all that property described in the Schedule hereto and delineated on the plan[s] annexed hereto, to hold unto the United States of America for a term of ninety-nine years commencing on the date hereof, for the purposes specified in the aforesaid Notes and with the rights, powers and authority and on the terms and conditions contained in the aforesaid Agreement (except such parts thereof as relate specifically to territory other than the Island of Antigua), which Agreement (except as aforesaid) shall be regarded as incorporated in and made part of this lease.

2. The exact metes and bounds of the property generally described in the Schedule hereto shall with all convenient speed be established by Survey conducted by the United States of America, and shall then be described and delineated in a document or documents and a plan or plans in duplicate, which, when agreed and signed on behalf of the parties hereto, shall supersede the description contained in the Schedule hereto and the plan[s] annexed hereto. One copy of each such document and plan shall be retained by the United States of America and the other shall be deposited with the Governor of the Leeward Islands.

3. The Government of the United States will not use the said property, or permit the use thereof, except for the purposes specified in the aforesaid Notes and Agreement.

and the Government of the United States accepted, proposals for the grant to the Government of the United States, in exchange for naval and military equipment and material transferred by the United States to His Majesty's Government, of the lease of naval and air bases and facilities connected therewith, in certain localities, including the West coast of Trinidad, for a period of ninety-nine years free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for the loss by expropriation or damage arising out of the establishment of the said bases and facilities:

AND WHEREAS in furtherance of such proposals an Agreement between the Government of the United Kingdom and the United States of America was signed on the twenty-seventh day of March, nineteen hundred and forty-one:

NOW, THEREFORE, His Majesty doth hereby demise to the United States of America, free from all rent and charges other than compensation as hereinbefore mentioned, all that property described in the Schedule hereto and delineated on the plan[s] annexed hereto, to hold unto the United States of America for a term of ninety-nine years commencing on the date hereof, for the purposes specified in the aforesaid Notes and with the rights, powers and authority and on the terms and conditions contained in the aforesaid Agreement (except such parts thereof as relate specifically to territory other than Trinidad); which Agreement (except as aforesaid) shall be regarded as incorporated in and made part of this lease.

2. The exact metes and bounds of the property generally described in the Schedule hereto shall with all convenient speed be established by Survey conducted by the United States of America, and shall then be described and delineated in a document or documents and a plan or plans in duplicate, which, when agreed and signed on behalf of the parties hereto, shall supersede the description contained in the Schedule hereto and the plan[s] annexed hereto. One copy of each such document and plan shall be retained by the United States of America and the other shall be deposited with the Governor of Trinidad and Tobago.

3. The Government of the United States will not use the said property, or permit the use thereof, except for the purposes specified in the aforesaid Notes and Agreement.

IN WITNESS WHEREOF His Majesty The King has caused the Public Seal of the Colony of Trinidad and Tobago to be affixed hereto and the United States of America has caused these presents to be executed on its behalf by _____, the day and the year first above written.

SCHEDULE

(1) Beginning at the intersection of the shoreline west of St. Pierre with longitude sixty-one degrees, thirty-five minutes, fifty-seven seconds, west;

proceed northerly approximately sixty-seven hundred feet along the ridge of the hill to the triangulation station marked elevation ten hundred and twenty-four; thence due north twenty-eight hundred feet; thence due west approximately fifty-two hundred feet to the junction with the west side of Tucker Valley Road; thence northerly approximately seven hundred feet along the said road to the junction with the west side of the road of the branch road marked on the map in yellow; thence northwesterly and westerly approximately eleven thousand two hundred feet along the said branch road and the bridle path extension thereof, to the end of the said bridle path; thence northwest approximately fourteen hundred feet to the shoreline; thence along the said shoreline, starting southwesterly, around Entrada Point and Point Dalgada to a point on the shore one hundred feet southwest of the western end of Hart's Cut; thence on a straight line through the triangulation station marked elevation four hundred and sixty-two to the shoreline; thence around Point Gourde to the point of beginning; and, in addition thereto, Gasparillo Island and the Five Islands; the several areas totalling approximately twelve square miles; Provided that the area known as La Retraite shall be excluded. Reference: Map of Trinidad and Tobago. Scale 1-50,000. Sheet A.

(2) Beginning at the road junction approximately 2,000 links east of the Guanapo River crossing of the eastern road (approximate co-ordinates: 477,800 links east, 431,400 links north); thence generally north along boundary line of Guanapo Reserve approximately 7,000 links to angle in boundary line; thence west about 4,500 links to intersection with Guanapo River; thence generally north along Guanapo River to boundary of Guanapo Reserve; thence generally east along Guanapo Reserve boundary to point at 446,900 links north and 478,700 links east; thence east approximately 20,800 links; thence south approximately 9,000 links to northwest corner of Guaico Valencia Reserve; thence southeast along Reserve boundary to co-ordinate line 430,000 links north; thence east along this line about 7,500 links to intersection with road; thence southeast generally parallel with road between Valencia and Sangre-Grande Town to corner of Reserve; thence along Reserve boundary to point on boundary at 522,400 links east and 413,500 links north; thence southeast about 3,500 links to point on Reserve boundary; thence generally south, west, and north along the Reserve boundary to point at about 489,000 links east and 411,250 links north; thence generally north across Aripo River to southwest corner of Cumuto Reserve; thence generally north along Reserve boundary to co-ordinate line 420,000 links north; thence west along this line about 10,000 links; thence north to point of beginning; the entire tract containing approximately eighteen square miles; provided that the existing Eastern Main Road and the Trinidad Government Railway within the parcel shall be excluded. Reference: Map of Trinidad and Tobago. Scale 1-50,000. Sheets B, C and E.

(3) Beginning at road crossing northeast of Longdenville at about 409,500 links east and 366,600 links north; thence north along (but excluding) road about 2,000 links; thence east about 4,500 links; thence south about 3,000 links; thence east about 11,400 links to road; thence south along (but excluding) road about 4,500 links to road junction; thence southeast along (but excluding) trail about 3,900 links to stream line; thence southwest about 4,500 links to Ravine Sable; thence generally west along Ravine Sable to crossing of improved road; thence northwest to road junction; thence generally north along (but excluding) road to point of beginning; the entire tract containing approximately two square miles. Reference: Map of Trinidad and Tobago. Scale 1-50,000. Sheet D.

(4) Beginning at point on road from Mature to Toco where Primera Pria River crosses it; thence generally northeast along (but excluding) the road to the Saliboa River; thence generally south along the bank of the Saliboa River to the shore of Saline Bay; thence along the shoreline of Saline Bay to the mouth of the Primera Pria River; thence to point of beginning; the entire tract containing approximately ninety-six acres. Reference: Map of Trinidad and Tobago. Scale 1-50,000. Sheet C.

7. BRITISH GUIANA

THIS LEASE made the day of nineteen hundred and forty-one between the Colony of British Guiana of the one part and the United States of America of the other part.

WHEREAS by Notes exchanged on the second day of September, nineteen hundred and forty (copies of which are appended to the Agreement hereinafter referred to) His Majesty's Government in the United Kingdom made, and the Government of the United States accepted, proposals for the grant to the Government of the United States, in exchange for naval and military equipment and material transferred by the United States to His Majesty's Government, of the lease of naval and air bases and facilities connected therewith, in certain localities, including British Guiana within fifty miles of Georgetown, for a period of ninety-nine years free from all rent and charges other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property for the loss by expropriation or damage arising out of the establishment of the said bases and facilities:

AND WHEREAS in furtherance of such proposals an Agreement between the Government of the United Kingdom and the United States of America was signed on the twenty-seventh day of March, nineteen hundred and forty-one:

NOW, THEREFORE, the Colony of British Guiana doth hereby lease to the United States of America, free from all rent and charges other than compensation as hereinbefore mentioned, all that property described in the Schedule

hereto and delineated on the plan[s] annexed hereto, to hold unto the United States of America for a term of ninety-nine years commencing on the date hereof, for the purposes specified in the aforesaid Notes and with the rights, powers and authority and on the terms and conditions contained in the aforesaid Agreement (except such parts thereof as relate specifically to territory other than British Guiana), which Agreement (except as aforesaid) shall be regarded as incorporated in and made part of this lease.

2. The exact metes and bounds of the property generally described in the Schedule hereto shall with all convenient speed be established by Survey conducted by the United States of America, and shall then be described and delineated in a document or documents and a plan or plans in duplicate, which, when agreed and signed on behalf of the parties hereto, shall supersede the description contained in the Schedule hereto and the plan[s] annexed hereto. One copy of each such document and plan shall be retained by the United States of America and the other shall be deposited with the Governor of British Guiana.

3. The Government of the United States will not use the said property, or permit the use thereof, except for the purposes specified in the aforesaid Notes and Agreement.

IN TESTIMONY WHEREOF the parties have hereto set their hands the day and the year first above written.

SCHEDULE

(1) Beginning at a point on the right (east) bank of the Demerara River one thousand yards southwest of the road junction at Hyde Park; thence about one and one-half miles along the meandering line generally parallel to, and about one thousand yards southwest of, the unimproved road running generally southeast from Hyde Park; thence northeast about ninety-five hundred feet; thence northwest about eight thousand feet to a point fifteen-hundred feet east of the Demerara River; thence generally southwest about forty-five hundred feet to the said unimproved road; thence northwest along (but excluding) the said road to the right (east) bank of the Demerara River; thence southwest along the bank of the river to the point of beginning, the entire tract containing approximately two and one-half square miles. (Reference: Plan of the Sea Coast of British Guiana, in two sheets, 1925.)

(2) Beginning at the intersection of the shoreline of the east bank of the Essequibo River with latitude $6^{\circ} 29' 14''$ north at a point marked "Quarry End" as shown on British Admiralty chart No. 2783 published the 26th September, 1929, and entitled "Essequibo River Amarikuru Island to Bartica," proceed in a due east direction approximately 8,000 feet; thence due south a distance of approximately 8,000 feet; thence due west a distance

of approximately 5,800 feet to the north bank of Makauria Creek; thence in a northwesterly direction along the north bank of Makauria Creek to the intersection of the said north bank with the shoreline of the east bank of the Essequibo River; thence in a generally northerly direction along the shoreline of the east bank of the Essequibo River to the point of beginning, the entire tract containing approximately 1,400 acres.

ANNEX III

SPECIAL PROVISIONS FOR INDIVIDUAL TERRITORIES

(A)—*Special Provisions appertaining to Bermuda*

(1) The United States will not close the existing channels from Ferry Point Bridge to St. George's Harbour or from St. George's Harbour through Stocks Harbour to Tucker's Town, unless it first provide alternative channels to give facilities at least as adequate as those given by the present channels.

(2) In its application to Bermuda, Article 1 [I] (2) (e) of this Agreement shall be construed as including the right, power and authority to install, maintain, use and operate under-sea and other defences, defence devices and controls, including detecting and other similar facilities, in the entrance of Castle Harbour; but the United States will not close the channels through Castle Roads to the open sea.

(3) The United States shall have the right to construct a causeway between Tucker's Island and King's Point in Sandys Parish, but a channel will be preserved and maintained between Tucker's Island and King's Point sufficient for such vessels as now use the channel at present existing.

(4)—(a) In respect of the waters in the vicinity of Morgan's Island and Tucker's Island the United States shall have the right, power and authority to fill the whole or any part of the area generally described as follows:

Beginning at the most northerly point of Tucker's Island, a line drawn easterly for a distance of twenty-one hundred feet; passing through a point approximately fifty feet north of the most northerly point of Morgan's Island, to a point; thence southeasterly along a line tangent to Morgan's Island to its most southeasterly point; thence a line to the most southwesterly point of Morgan's Island; thence a line to the most southerly point of Tucker's Island; thence following the shoreline of Tucker's Island to the point of beginning.

(b) The United States shall also have the right, power and authority to fill any indentations in the shoreline in the vicinity of King's Point in Sandys Parish in order to straighten the shoreline.

(5) The United States will not interrupt highway communication between Hamilton Parish and St. George's Island; and if its works or operations shall prevent the continued use of the present highway facilities between Blue

Hole and the Swing Bridge on St. George's Island, and it does not provide alternative facilities, as satisfactory as the said present facilities, directly between those points, it will provide such alternative facilities between the main north shore road at Bailey's Bay and the main road at Mullet Bay, and will for that purpose construct and maintain a suitable drawbridge between Coney Island and Ferry Point.

(6) Except when the United States is engaged in war, or in time of other emergency, the United States will not use motor vehicles outside the Leased Areas except so far as the Government of Bermuda shall agree to such use.

(B)—*Special Provision appertaining to Jamaica*

Without prejudice to the rights of the Government of the United Kingdom, the United States shall have the right to repair, restore or construct, on the site of the old naval station at Port Royal on the Palisadoes Peninsula, shops, storehouses, piers, wharves, graving docks and other similar facilities useful and convenient for the supply, maintenance and repair of naval vessels, auxiliaries and similar craft. Such facilities may be used jointly and on equal terms, within the limits of their capacity, when and as conditions permit, by the United States and the Government of the United Kingdom. The United States, will, in exercising such right, preserve features of historic interest so far as practicable.

(C)—*Special Provision appertaining to St. Lucia*

The United States will maintain existing highways traversing the Leased Areas and will permit, without restrictions except such as may be necessary for military reasons, the use thereof without payment by the Government of the United Kingdom, the Government of St. Lucia and members of the public; or may, if it so desires, in substitution for such highways, construct for such use highways outside the Leased Areas.

(D)—*Special Provision appertaining to Antigua*

The United States will grant, without cost, to the present owner of the High Point estate a licence for the continued occupation, during the lifetime of the said owner, of any portion of the residential part of the said estate which on final survey may fall within the Leased Area.

(E)—*Special Provisions appertaining to Trinidad*

(1) Should the United States determine that it is necessary to remove the quarantine station from the Five Islands, the United States will pay just compensation for such removal, the amount of such compensation to be mutually agreed upon.

(2) The United States shall have the following rights:

(a) to impound, take and use the waters of and in the watershed of the Aripo River north of the Cumuto area for the requirements of the United States forces from time to time stationed at or employed in the Leased Areas, and for all other necessary purposes connected with the construction, maintenance, operation and defence of the Bases established in Trinidad by the United States;

(b) to construct, maintain and operate dams, reservoirs and other necessary works and facilities for the purposes aforesaid;

(c) to lay and maintain pipe-lines in and from the watershed across the lands of Trinidad for the purpose of carrying the said waters to the said Bases, and to be afforded all wayleaves necessary for this purpose;

(d) to take and do all such measures, acts and things as may from time to time be necessary to control the areas comprised in the said watershed in order to safeguard, or prevent the pollution of, the said waters or otherwise to ensure their purity;

(e) to take on lease on the same terms as are contained in this Agreement or to occupy such areas of land, whether in Crown or private ownership, as may from time to time be necessary for any of the purposes aforesaid, without consideration other than compensation to be mutually agreed on to be paid by the United States in order to compensate the owners of private property, if any, for loss by expropriation or damage, the amount of such compensation to be determined in accordance with the procedure adopted for assessing compensation to such owners for loss by expropriation or damage arising out of the establishment of the Bases:

Provided that the Government of Trinidad shall be entitled to take and use so much of the waters of and in the said watershed as the United States may from time to time determine to be in excess of the actual requirements of the United States; and that any dams or other works established by the United States shall be so constructed as to be capable of extension in order to enable the said surplus waters to be made available to the Government of Trinidad.

(3) The United States shall have the right to establish necessary defences in the entrance waters of the Gulf of Paria on certain islands of the Dragon's Mouth and on the mainland at the Serpent's Mouth, the terms and conditions of the leases for the areas required for these installations to be those set out in this Agreement. If the Government of the United Kingdom shall determine to install additional defences on the outer promontories of the Leased Areas the United States agrees to surrender areas of such extent and on such terms as may be mutually agreed.

(4) Whenever required and after notification to the Governor of Trinidad, the United States shall have control over an anchorage, to be known as the United States Fleet Anchorage, comprising the whole or any part of

an area in the Gulf of Paria lying north of the line (extended) of the present dredged channel to Port of Spain and west of the longitude of Cumana Point, of about 12 square miles in depths of more than 5 fathoms with additional anchorage in less depths. When not required by the United States, the control of the whole or any part of the area shall revert to the Government of Trinidad, on due notification, until such time as the Government of Trinidad is notified that control is again required. The notifications mentioned above shall contain a description of the area required or not required as the case may be. The provisions of this Agreement applicable to Leased Areas shall, during the period of United States control, apply to the anchorage to the full extent necessary or appropriate for the establishment, use, operation, defence and control thereof.

(5) From such areas and under such terms and conditions as may be mutually agreed by the Government of the United States and the Government of Trinidad, the Government of Trinidad shall be permitted within the Leased Areas to win stone, gravel and sand for public works; provided that such permission shall not be exercised so as to interfere with the construction, maintenance, operation or defence of the Bases and shall be subject to such restrictions as may be demanded by military necessity.

(6)—(a) The Government of the United Kingdom shall secure the grant to the United States of a lease for a period of twelve months of 1,200 feet of existing wharfage and two of the existing transit sheds on the waterfront at Port of Spain; provided that when the said wharfage and sheds are not being used by the United States they shall be placed at the disposal of the Government of the United Kingdom and the Government of Trinidad upon request by the latter. Pending the execution of such lease, the United States shall have the use of the said wharfage and sheds under the conditions aforesaid.

(b) The United States may during the period of the above lease extend the existing wharfage at Port of Spain westward for a distance not exceeding 3,000 feet, and shall be granted a lease of such extension for the unexpired period of the lease of the Leased Areas; provided that if the Government of Trinidad shall construct for transfer to the United States alternative wharfage outside of Port of Spain which shall be satisfactory in all respects to the United States, then the United States will surrender in exchange to the Government of Trinidad, on terms to be mutually agreed, its rights under the lease of the said wharfage in Port of Spain.

(7) The United States will afford access to the Macqueripe Bay area to the Government of Trinidad and members of the public by way of the existing road or by such other road as may be constructed, subject only to such restrictions as are demanded by military necessity and proper police control.

(8) If the Eastern Main road to Saline Bay is completed by the United States, the United States will, subject only to such restrictions as are demanded by military necessity, afford the Government of Trinidad and members of the public free use thereof. The United States will afford like use of any road that may be constructed by the United States from Port of Spain to the Cumuto area.

(F)—*Special Provision appertaining to British Guiana*

(1) In its use of the Demerara and Essequibo Rivers, the United States shall not obstruct the navigation thereof.

(2) From such areas and under such terms as may be mutually agreed by the Government of the United States and the Government of British Guiana, the Government of British Guiana shall be permitted within the Leased Areas to win stone for public works; provided that such permission shall not be exercised so as to interfere with the construction, maintenance, operation or defence of the Bases and shall be subject to such restrictions as may be demanded by military necessity.

EXCHANGES OF NOTES

STATUS OF NEWFOUNDLAND

The Prime Minister to the American Ambassador

FOREIGN OFFICE, LONDON, S.W. 1,
March 27, 1941

YOUR EXCELLENCY,

I HAVE the honour to inform your Excellency that, in signing this day the Agreement concerning the lease of Bases, it is the intention of the Government of the United Kingdom of Great Britain and Northern Ireland that, upon the resumption by Newfoundland of the constitutional status held by it prior to the 16th February, 1934, the words "the Government of the United Kingdom," wherever they occur in relation to a provision applicable to Newfoundland in the said Agreement, shall be taken to mean, so far as Newfoundland is concerned, the Government of Newfoundland, and the Agreement shall then be construed accordingly.

2. If the Government of the United States agree to this interpretation, I would suggest that the present Note and your Excellency's reply to that

effect be regarded as placing on record the understanding of the two Contracting Governments in this matter.

I have the honour to be, with the highest consideration,
Your Excellency's obedient Servant,

WINSTON S. CHURCHILL

His Excellency

The Honourable JOHN GILBERT WINANT,
Esq., Esq., Esq.

The American Ambassador to the Prime Minister

EMBASSY OF THE UNITED STATES OF AMERICA,
London, March 27, 1941

YOUR EXCELLENCY,

I have the honor to acknowledge receipt of your Excellency's Note of to-day's date, the terms of which are as follows:

[For text of British note, see above.]

2. In reply, I have the honor to inform your Excellency that the Government of the United States accepts the interpretation of the Agreement concerning the lease of Bases signed this day as set forth in your Excellency's Note and, in accordance with the suggestion contained therein, your Excellency's Note and this reply will be regarded as placing on record the understanding between the two Contracting Governments in this matter.

I have the honor to be, with the highest consideration, Sir,
Your most obedient humble Servant,

JOHN G. WINANT

The Rt. Hon. WINSTON S. CHURCHILL, C.H., M.P.,
Esq., Esq., Esq.

CENSORSHIP OF MAILS

The American Ambassador to the Prime Minister

EMBASSY OF THE UNITED STATES OF AMERICA,
London, March 27, 1941

EXCELLENCY,

I have the honor to inform your Excellency that my Government has

agreed to the following understanding in respect to Article XVI of the Agreement signed this day between our respective Governments concerning the lease of Bases:

(1) Mails passing between United States Post Offices shall not be subject to censorship except by the United States.

(2) In connection with the establishment of any United States Post Offices in a Leased Area, the United States will arrange administratively, for such time as Great Britain may be at war, for the examination of all non-official incoming or outgoing mail destined for or originating in a Leased Area.

(3) The use of these Post Offices will be strictly limited to persons entitled under Article XVI to use them, and any mail deposited in such a Post Office which may be found by the United States examiners to be from a person not entitled to use it will, if required, be made available to the authorities of the Territory for examination.

(4) Should the United States be at war and Great Britain be neutral, the British Government will insure that a similar procedure is adopted, with respect to incoming or outgoing mail destined for or originating in the Territory in which a Leased Area is located, to safeguard the interests of the United States in the Leased Area.

(5) The United States and British authorities will collaborate to prevent their respective mails, in the Leased Areas or in the Territories in which they are located, being used prejudicially to the security of the other.

(6) There will be no examination of official mail of either Government by the other under any conditions.

2. If your Excellency's Government agrees to this understanding, I would suggest that the present Note and your reply to that effect be regarded as placing it on record.

I have the honor to be, with the highest consideration, Sir,

Your most obedient humble Servant,

JOHN G. WINANT

The Rt. Hon. WINSTON S. CHURCHILL, C.H., M.P.,
Ec., Ec., Ec.

The Prime Minister to the American Ambassador

FOREIGN OFFICE, LONDON, S.W. 1,
March 27, 1941

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your Excellency's Note

of to-day's date concerning censorship, the terms of which are as follows:

[For text of U.S. note, see above.]

2. In reply, I have the honour to inform your Excellency that the Government of the United Kingdom of Great Britain and Northern Ireland agree to this understanding, and, in accordance with your Excellency's suggestion, your Excellency's Note and this reply will be regarded as placing on record the understanding between the two Governments in this matter.

I have the honour to be,

With the highest consideration,

Your Excellency's obedient Servant,

WINSTON S. CHURCHILL

His Excellency

The Honourable JOHN GILBERT WINANT,

Esq., Esq., Esq.

PROTOCOL RELATING TO DEFENSE OF NEWFOUNDLAND

The undersigned plenipotentiaries of the Governments of Canada, the United Kingdom of Great Britain and Northern Ireland and the United States of America having been authorized by their respective Governments to clarify certain matters concerning the defence of Newfoundland arising out of the Agreement signed this day concerning the Bases leased to the United States, have drawn up and signed the following Protocol:

1. It is recognised that the defence of Newfoundland is an integral feature of the Canadian scheme of defence, and as such is a matter of special concern to the Canadian Government, which has already assumed certain responsibilities for this defence.

2. It is agreed therefore that, in all powers which may be exercised and in such actions as may be taken under the Agreement for the use and operation of United States bases dated the 27th March, 1941, in respect of Newfoundland, Canadian interests in regard to defence will be fully respected.

3. Nothing in the Agreement shall affect arrangements relative to the defence of Newfoundland already made by the Governments of the United States and Canada in pursuance of recommendations submitted to those Governments by the Permanent Joint Board on Defence—United States and Canada.

4. It is further agreed that in all consultations concerning Newfoundland arising out of Articles I (4), II and XI (5) of the Agreement, or of any other Articles involving considerations of defence, the Canadian Government as well as the Government of Newfoundland will have the right to participate.

Done in triplicate, in London, the 27th day of March, 1941.

On behalf of the Government of Canada:

VINCENT MASSEY
L. W. MURRAY
L. B. PEARSON

On behalf of the Government of the United Kingdom of Great Britain and Northern Ireland:

WINSTON S. CHURCHILL
CRANBORNE
MOYNE

On behalf of the Government of the United States of America:

JOHN G. WINANT
CHARLES FAHY
HARRY J. MALONY
HAROLD BIESEMEIER